

1 US BEVERAGE, INC.,

2 Plaintiff,

3 v.

4 JOHN BUSTER WALKER, II, and TRIDENT MARKETING,

5 INC.,

6 Defendants.

7 -----  
8 JOHN BUSTER WALKER, II, and TRIDENT MARKETING,

9 INC.,

10 Counterclaim Defendants,

11 and

12 GRADY DOWLING KITTRELL, THOMAS GOING CLARK,

13 III, and NORMAN "BUDDY" TODD,

14 Third Party Defendants.

15  
16 CIVIL ACTION NO.

17 2:06-CV-496-SRW  
18  
19  
20

21 DEPONENT: Norman Todd

22 DATE: September 15, 2006  
23

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

US BEVERAGE, INC.,  
Plaintiff,

vs.  
JOHN BUSTER WALKER,  
II, and TRIDENT  
MARKETING, INC.,  
Defendants.

CIVIL ACTION NO.  
2:06-CV-496-SRW

JOHN BUSTER WALKER,  
II, and TRIDENT  
MARKETING, INC.,  
Counterclaim  
Plaintiffs,

vs.  
US BEVERAGE, INC.,  
Counterclaim  
Defendant,

and  
GRADY DOWLING  
KITTRELL, THOMAS  
GOING CLARK, III, and  
NORMAN "BUDDY" TODD,  
Third Party  
Defendants.

\* \* \* \* \*

DEPOSITION OF NORMAN TODD,  
taken pursuant to notice and stipulation on  
behalf of the Defendant/Counterclaim  
Plaintiff, in the Law Offices of Copeland,  
Franco, Screws & Gill, 444 South Perry Street,  
Montgomery, Alabama, before Tiffany B.  
Beasley, Certified Court Reporter and Notary  
Public in and for the State of Alabama at  
Large, on September 15, 2006, commencing at  
4:23 p.m.

# STIPULATIONS

It is stipulated and agreed by and

between counsel representing the parties that  
the deposition of **NORMAN TODD** may be taken  
before Tiffany B. Beasley, Certified Court  
Reporter and Notary Public in and for the  
State of Alabama at Large, without the  
formality of a commission; and all formality  
with respect to other procedural requirements  
is waived; that objections to questions, other  
than objections as to the form of the  
questions, need not be made at this time, but  
may be reserved for a ruling at such time as  
the deposition may be offered in evidence or  
used for any other purpose by either party as  
provided by the Federal Rules of Civil  
Procedure.

It is further stipulated and agreed by  
and between the parties hereto and the  
witness, that the signature of the witness to  
this deposition is hereby waived.

## APPEARANCES

FOR THE PLAINTIFF/COUNTERCLAIM DEFENDANT/THIRD  
PARTY DEFENDANTS:

**C. NELSON GILL, ESQUIRE**

Copeland, Franco, Screws & Gill

444 South Perry Street

Montgomery, Alabama 36104

FOR THE DEFENDANT/COUNTERCLAIM PLAINTIFF:

**RAYMOND L. JACKSON, JR., ESQUIRE**

**CLIFF TUNNELL**

660 North College Street

Suite D

Auburn, Alabama 36830

ALSO PRESENT:

THOMAS GOING CLARK, III

JOHN BUSTER WALKER, II

## INDEX

<u>EXAMINATION</u>	<u>Page</u>
MR. JACKSON.....	5
<u>EXHIBITS</u>	<u>Page</u>
1 E-mails between Amy Murphy and Buddy Todd, various dates, Bates-Stamped US Beverage 138	37
2 E-mails between Amy Murphy and Buddy Todd, various dates, Bates-Stamped US Beverage 140	41
3 Typewritten Notes of Mr. Todd, dated 7/11/2006, Bates-Stamped US Beverage 141	45
4 Memo from Buddy Todd to Child Nutrition Directors, undated, Bates-Stamped US Beverage 137	56
5 E-mail with Attached Letter between Amy Murphy and John Walker, dated June 9, 2006	68

17

1 in a conversation until this lawsuit came up.

2 Q. Do you recall any conversations involving John

3 Walker's name?

4 A. **Not specifics, no, sir.**

5 Q. Any generalities?

6 A. **Other than what's going on with this lawsuit,**

7 **as far as me sending the letter that I was**

8 **instructed to send, That's the only -- the**

9 **only specifics that I can recall.**

10 Q. Have you had any special training or education

11 related to this position as sales manager with

12 US Beverage?

13 A. **No, sir.**

14 Q. What's the nature of your relationship with

15 Grady Kittrell?

16 A. **He's the president of the company that I work**

17 **for.**

18 Q. How long have you known him?

19 A. **Since July 6th of '05.**

20 Q. So you didn't know him before you went to work

21 for US Beverage?

22 A. **No, sir, I did not.**

23 Q. You ever socialize with Mr. Kittrell outside

18

of the office?

2 A. **No, sir.**

3 Q. What about with Tom Clark; how long have you

4 known Tom Clark?

5 A. **Since July of '05.**

6 Q. And, again, you didn't know him prior to going

7 to work for US Beverage?

8 A. **No, sir.**

9 Q. You ever socialize with Mr. Clark?

10 A. **Not outside of business, no, sir.**

11 Q. Do you have any ownership interest in US

12 Beverage?

13 A. **No, sir.**

14 Q. Has anyone ever discussed bringing you in to

15 US Beverage as a partner or an owner?

16 A. **No, sir.**

17 Q. How are you paid as an employee of US

18 Beverage?

19 A. **I make salary plus commissions.**

20 Q. Do you have any idea what your annual salary

21 and commissions are?

22 A. **No, sir.**

23 Q. Under which brands have you sold slush or

19

1 juice drinks while working at US Beverage?

2 A. **Which -- would be Cool Tropics.**

3 MR. GILL: I'm sorry. Is that when

4 he was sales manager?

5 MR. JACKSON: Any time while he's

6 been working for US Beverage,

7 whether as a sales manager or

8 as a route driver, you know,

9 in terms of delivering or

10 distributing or selling slush

11 or juice drinks.

12 A. **Cool Tropics, Juice Alive, and now Fruzers.**

13 Q. Does the company still sell any Cool Tropics

14 products?

15 A. **No, sir.**

16 Q. When was the last time that you recall selling

17 or distributing any Cool Tropics products?

18 A. **I can't recall. It was back right after I**

19 **started, sir.**

20 Q. Okay. So sometime after July of 2005?

21 A. **Yes, sir.**

22 Q. Okay. What about Fruzers; when did you first

23 start selling or distributing Fruzers brand

20

1 product?

2 A. **I can't recall the exact date.**

3 Q. Well, just roughly. I'm not asking for a

4 specific date. Was it 2005?

5 A. **No. It was 2006.**

6 Q. Can you recall a month in 2006?

7 A. **All I remember is it was sometime after the**

8 **Alabama show, sir. I don't know the date.**

9 Q. Okay. Do you recall when the Alabama show

10 was?

11 A. **Not without -- I've been to several shows this**

12 **year.**

13 Q. Okay. What about Juice Alive; do you recall

14 selling or distributing products with the

15 Juice Alive brand?

16 A. **Yes, sir. I've already spoken of that brand.**

17 **That was one of the three I mentioned.**

18 Q. Has your company stopped selling product

19 bearing the Juice Alive brand?

20 A. **Yes, sir.**

21 Q. When did that occur? When did they stop

22 selling products bearing the Juice Alive name?

23 A. **I don't know of a specific date. I just know**

1 that it went away because the new label came  
2 in, and that's all I know about that.

3 Q. Okay. When you're talking about the new  
4 label, you're talking about Fruzers?

5 A. Yes, sir.

6 Q. To whom was your company selling Cool Tropics  
7 when you first -- you mentioned you sold some  
8 Cool Tropics' beverages.

9 A. Well, the only thing -- I mean, I distributed  
10 Cool Tropics to, like, the service stations,  
11 and I had one school route. Most of my  
12 accounts were bar accounts.

13 Q. Okay. What about Juice Alive? To whom have  
14 y'all sold Juice Alive products to or  
15 distributed to?

16 A. To slush customers.

17 Q. Are those the same type slush customers we  
18 just talked about --

19 A. Yes, sir.

20 Q. And I guess the same thing with Fruzers?

21 A. Yes, sir.

22 Q. When did you first learn about the Juice Alive  
23 name? When did you first hear the name Juice

22

Alive?

2 A. When we started implementing or we started --  
3 stopped using the Cool Tropics and started  
4 using Juice Alive.

5 Q. And that would have been after you were hired  
6 on to the company?

7 A. That's correct.

8 Q. Do you recall how long after you were hired on  
9 the company you stopped using Cool Tropics --

10 A. No, sir, I don't.

11 Q. What were you told about the Juice Alive  
12 brand?

13 A. I was told that we were -- we were changing to  
14 the Juice Alive brand because Cool Tropics --  
15 let me back up. I was told that the Juice  
16 Alive brand was being implemented because  
17 tropical -- Cool Tropics wanted more royalties  
18 for the product for their labels for  
19 distributing that label to us. And since we  
20 were responsible for the development of  
21 that -- or that since US Beverage was  
22 responsible for the development of that  
23 product, they felt that -- they didn't feel

1 necessary to pay the extra royalties, so they  
2 were developing -- US Beverage was developin;  
3 Juice Alive brand.

4 Q. Okay. So is it -- basically, you were told  
5 that the -- the royalties for Cool Tropics  
6 were more than the royalties that were going  
7 to be paid for Juice Alive?

8 A. I didn't even know there were going to be any  
9 royalties paid, sir. I'm not privy to that.

10 Q. Okay. What did you think about the Juice  
11 Alive brand?

12 A. As far as?

13 MR. GILL: Object to form.

14 Q. I'm just asking as a salesperson or someone  
15 out there in the marketplace trying to sell a  
16 brand, what did you think about the Juice  
17 Alive brand?

18 A. Specifically --

19 MR. GILL: Object to the form.

20 A. To be honest with you, sir, the product in  
21 itself is all the same. As far as the label  
22 goes, you're not selling the label; you're  
23 selling the product. All three of those

24

1 labels that I've mentioned to you are all the  
2 same -- the same product, just three different  
3 labels.

4 Q. And the customers you're dealing with in the  
5 marketplace, did it not make a difference to  
6 them which label was put on the product?

7 A. No, sir.

8 Q. Is part of your job distributing point-of-sale  
9 materials? Are you familiar with  
10 point-of-sale materials, POS materials?

11 A. Yes, sir. At this point, it is, yes, sir.

12 Q. Okay. What sort of point-of-sale materials  
13 does US Beverage distribute?

14 A. We would distribute a flyer, nutritional  
15 information, handouts, flavor sheets.

16 Q. Is there any point-of-sale materials that go  
17 on the machines?

18 A. Yes, sir.

19 Q. And what -- what would those materials look  
20 like?

21 A. They would just be a sticker with the brand of  
22 the product on the front of the sticker.

23 Q. Is that a sticker that the consumer -- if I

1 went into a Quick Stop or some service  
2 station, if I was going to buy a slush product  
3 from your company, would there be a sticker on  
4 the slush machine that says -- would say  
Fruzers or whatever brand --

6 **A. Yes, sir.**

7 **Q.** Any other point-of-sale materials other than  
8 what we've talked about, the flyers, the  
9 flavor sheets, the materials on the machine  
10 that you distribute?

11 **A. As of this point, that's all.**

12 **Q.** Okay. What about with Juice Alive? Did you  
13 have the same type of point-of-sale materials  
14 for Juice Alive that we just discussed?

15 **A. I was -- yes, as far as the machine posters,  
16 yes, the machine stickers, yes, sir. But as  
17 far as the other stuff, it was stuff that was  
18 having to be make-shifted until -- until, I  
19 believe, he had provided us some at one time.  
20 But we were told -- I was told by him while I  
21 was standing with Mr. Clark that we were not  
22 privy to the POS material until we agreed to  
23 pay more for the product, that he was holding**

26

**back on that.**

2 **Q.** And when was that statement made?

3 **A. The evening of the Alabama show.**

4 **Q.** How do you think the Juice Alive brand was  
5 received by customers?

6 **A. Once again, I would have to reiterate, sir,  
7 that it's my standing that the customers  
8 aren't really buying the label.**

9 **Q.** Okay.

10 **A. They're buying the product.**

11 **Q.** What about -- how -- how have customers  
12 responded to the Fruzers brand?

13 **A. They like -- they have responded as far as the  
14 colorfulness of the machine POS and also the  
15 flyers.**

16 MR. GILL: Do y'all want us to  
17 leave -- we can step outside  
18 for one second?

19 MR. JACKSON: Yeah. Just give us  
one second.

21 (Brief recess taken.)

22 **Q.** And you had mentioned the Alabama trade show.

23 Did US Beverage have POS -- I'm sorry, Juice

1 Alive POS on its machines prior to the Alabama  
2 trade show?

3 **A. Yes, sir.**

4 **Q.** And so the POS that you say that Mr. Walker  
5 told y'all that y'all weren't privy to, was  
6 that some sort of POS other than the labels on  
7 the machine?

8 **A. Yes, sir.**

9 **Q.** Do any stores, schools, or other customers  
10 still have Juice Alive POS materials on their  
11 machines?

12 **A. Not to my knowledge, sir.**

13 **Q.** Have you personally removed any of the POS  
14 materials from machines for any customers for  
15 US Beverage?

16 **A. Have I personally done it?**

17 **Q.** Yes, sir.

18 **A. No, sir.**

19 **Q.** Do you know if anybody at US Beverage is in  
20 charge of removing the old POS for Juice  
21 Alive?

22 **A. The route sales people are responsible for  
23 taking care of the removal and replacement of**

28

**the POS.**

2 **Q.** Do you know if anybody is checking behind the  
3 route salespeople to make sure that's  
4 happening?

5 **A. The territory managers are supposed to, sir.**

6 **Q.** Okay. Do the territory managers report to  
7 you?

8 **A. Yes, sir.**

9 **Q.** Have you asked the territory managers about  
10 that?

11 **A. Yes, sir, I have.**

12 **Q.** Have they indicated the POS materials have  
13 been removed for Juice Alive?

14 **A. That are indicating that it has been removed,  
15 yes, sir.**

16 **Q.** Is there any checklist or record showing the  
17 removal of this material?

18 **A. No, sir.**

19 **Q.** What's happened to the Juice Alive POS  
20 materials that have been removed?

21 **A. I don't know.**

22 **Q.** Is US Beverage destroying them, returning  
23 them? Do you know?

1 A. Not returning them, because once you take them  
 2 off the machine, they're not any good anymore.  
 3 Q. Okay. Do you know if those materials have  
 4 been thrown away or destroyed?  
 5 A. I would assume they were thrown away. I mean,  
 6 that would be -- that would be my guess. I  
 7 don't know. I'm not there when it's  
 8 happening.  
 9 Q. But you're aware that your company received a  
 10 cease-and-desist notice requiring the removal  
 11 of Juice Alive point-of-sale materials;  
 12 correct?

13 MR. GILL: Object to the form.

14 A. I never seen this letter until I received my  
 15 lawsuit. But I was instructed to change out  
 16 the POS on the machines, sir, have it done.  
 17 Q. When were you instructed to do that?  
 18 A. Sometime after the Alabama show, sir. I don't  
 19 know the exact dates.  
 20 Q. What were you told about why US Beverage chose  
 21 to change to the Fruzer brand?

22 MR. GILL: Object to the form.

23 A. Basically, I wasn't told anything about it.

30

1 The only thing -- the only knowledge that I  
 2 have about it was the knowledge that I  
 3 obtained listening to the conversation between  
 4 the two of them the night at dinner after the  
 5 Alabama show was over.  
 6 Q. What do you recall about them discussing the  
 7 Fruzer brand or implementing --  
 8 A. The Fruzer brand wasn't discussed at that  
 9 moment. That wasn't even in existence.  
 10 Q. Okay. Well, what conversation are you  
 11 referring to at dinner between -- I guess, you  
 12 were talking about John Walker --  
 13 A. I'm confused -- what was the question again?  
 14 Q. I was asking you about what -- what you heard  
 15 or understood was the -- I guess, the  
 16 reasoning behind shifting to the Fruzer brand  
 17 for US Beverage.  
 18 A. Well, it started, like I said, at the dinner  
 19 table between -- the conversation between John  
 20 Walker and Tom Clark, when John Walker  
 21 expressed to Tom that he had outside companies  
 22 that were willing to pay him more for the  
 23 product than what US Beverage had agreed to

1 pay him for the product, and if US Beverage  
 2 didn't compromise or come to some kind of  
 3 medium on a higher paying price per label for  
 4 the boxes, that he was going to have to go  
 5 with these other companies so that he could  
 6 make more money.

7 Q. Anything else you remember being told or  
 8 learning about, you know, the shift from Juice  
 9 Alive to Fruzers by your company?

10 A. No, sir.

11 Q. Who introduced you to the Fruzers brand?

12 A. Who introduced me to the Fruzers brand?

13 Q. Yes.

14 A. Tom Clark.

15 Q. How did he do that?

16 A. I went with Tom Clark to the BLR agency and  
 17 went over the artwork with...

18 Q. When did that occur?

19 A. I'm not sure what month, sir. I just know it  
 20 was sometime after that -- the Alabama show.

21 Q. Did the BLR agency prepare the POS materials  
 22 for Fruzers?

23 A. They created the artwork for it, sir. I'm not  
 32 sure who actually prepared it.

1 Q. And, I guess, the artwork would have been sent  
 2 to a printer?

3 A. Yes, sir.

4 Q. What sort of POS materials does US Beverage  
 5 have for Fruzers?

6 A. Same as I've already depicted for you.

7 Q. How do you think the Fruzers brand compares in  
 8 success in the marketplace to the Juice Alive  
 9 brand?

10 MR. GILL: Object to form.

11 A. I think that the label itself is more  
 12 appealing to the children because it's more of  
 13 a child -- I mean, it's more of a -- it's more  
 14 attractive to me for a child than what --  
 15 Juice Alive. I mean, that's my opinion.

16 Q. So you're happy with the Fruzers brand as a  
 17 sales manager for US Beverage?

18 MR. GILL: Object to the form.

19 A. I would say at the present moment, yes.

20 Q. Do you think the Fruzers brand is a better  
 21 brand name than Juice Alive?

22 MR. GILL: Object to the form.



1 them in '05/'06?

2 **A. No, sir.**

3 **Q.** What about Pontotoc; is that how you say it?

4 **A. I hate to speculate on that. That was only**

5 **two schools.**

6 **Q.** Okay. And was that a new account too?

7 **A. No, sir.**

8 **Q.** So you had them in '05/'06 too?

9 **A. Yes, sir.**

10 **Q.** Would they have been larger or smaller than

11 Lincoln County?

12 **A. Smaller. It's only two schools.**

13 **Q.** Okay. Well, I don't know how many schools

14 there are in Lincoln County. I'm just amazed

15 there is a county in Mississippi called

16 Lincoln County. Okay. And I'm trying to rush

17 this. I know we've got places to be, but --

18 MR. GILL: Are we going to try to

19 finish today or --

20 MR. JACKSON: Yeah. I'm going to

21 try to.

22 **Q.** Have you ever had any specific requests for

23 customers for particular types of

54

point-of-sale materials?

2 **A. None other than maybe some posters to go up on**

3 **the walls. But other than that, no, sir.**

4 **Q.** Okay. And would those have been schools

5 asking for posters?

6 **A. Yes, sir.**

7 **Q.** What about, like, at convenience stores?

8 **A. I don't -- I haven't received any really, any**

9 **requests from any of those people.**

10 **Q.** Never had any requests for window signs --

11 **A. No, sir.**

12 **Q.** -- or materials that hang from the ceiling?

13 **A. Not from convenience stores, no, sir.**

14 **Q.** Okay. What about, like, signs on gas pumps?

15 **A. I've had no -- I've received no requests from**

16 **any convenience store about any POS materials.**

17 **Q.** And other than the four school systems we

18 talked about a few minutes ago, are you aware

19 of any other customers that US Beverage has

lost due to competition from or any other

21 action of US -- I'm sorry, John Walker or his

22 company, Trident Marketing?

23 **A. I don't know of any right off the top of my**

1 **head, no, sir.**

2 **Q.** What about any customers that have been lost

3 due to competition with Dispensing Systems?

4 **A. I can't speculate on that, sir.**

5 **Q.** Do you know who Dispensing Systems is?

6 **A. I've heard of them, sir.**

7 **Q.** Have you ever bid against Dispensing Systems?

8 **A. Yes, sir.**

9 **Q.** Have you ever discussed this case with Grady

10 Kittrell -- and I'm talking about outside the

11 presence of attorneys; I'm not asking for

12 anything that was said in front of any

13 attorneys.

14 **A. No, sir, I have not.**

15 **Q.** What about with Tom Clark?

16 **A. No, sir, I have not.**

17 **Q.** Anyone else working for US Beverage that

18 you've discussed this case with? Again,

19 outside of attorneys; I'm not asking for

20 anything that was in the presence of

21 attorneys.

22 **A. No, sir, I haven't.**

23 **Q.** Have you told any customers or potential

56

customers of US Beverage that US Beverage owns

the trademarks or other rights to Juice Alive?

2 **A. I don't specifically think that I've ever told**

3 **anybody that US Beverage owns Juice Alive**

4 **because I don't know.**

5 **Q.** Let me ask you about this document, which I'm

6 going to mark Defendants' 4. Do you recognize

7 this document?

8 (The referred-to document was

9 marked for identification as

10 Defendants' Exhibit No. 4.)

11 (Off-the-record discussion.)

12 **A. Yes, sir, I do.**

13 **Q.** Was this document prepared by you?

14 **A. Yes, sir, it was.**

15 **Q.** And, I guess, it's not signed, but it has,

16 thanks, Buddy Todd, Sales Manager for US

17 Beverage, Inc., at the bottom; correct?

18 **A. Yes, sir.**

19 **Q.** And it says "to child nutrition directors."

20 Specifically, which child nutrition directors

21 are we talking about here?

22 **A. The ones that were current customers of US**

**Beverage.**

**Q.** Would that have been just in Mississippi?

**A.** Yes, sir.

**Q.** Would you have sent this to any child nutrition directors in Alabama?

**A.** No, sir.

**Q.** Anywhere else?

**A.** No, sir.

**Q.** What did you say about the Juice Alive brand in your letter there? I'll give you a second to read through it.

**A.** (As read:) Juice Alive brand was developed for sales and distribution solely by US Beverage, Inc.

**Q.** Okay. And what was your basis for stating that?

**A.** That was what I was told.

**Q.** Do you have any other independent knowledge or any other -- anything else to base that statement on other than what you were told?

**A.** No, sir.

**Q.** And who were you told that by?

**A.** I was told that by Tom Clark.

58

**Q.** Okay. Again, I'm not asking anything your attorneys would have said or anything said in the presence of your attorneys, but anyone else other than Tom Clark tell you that the Juice Alive brand was developed for sales and distribution solely by US Beverage, Inc.?

**A.** No, sir.

**Q.** What about the next sentence. It says (as read:) John Walker is currently using his inside knowledge of bid prices and current rates being charged to US Beverage customers to bid in an attempt to conduct business in the state of Mississippi.

What was your basis of making that statement in this letter?

**A.** Because Mr. Walker was privy to that information. He was privy to our current prices to our customers in the state of Mississippi. And it was apparent that he went to the quote price of \$60 per case because we had -- with existing customers in the state of Mississippi that were less than that price.

**Q.** Okay. Now, you used the term "it was

apparent." How was it apparent to you?

**A.** Other than what I just explained?

**Q.** Yes.

**A.** It was apparent that he knew that we didn't have any customers in the state or in the company except for one specific bid that was less than \$60 a case, school customers.

**Q.** And when you say that -- current price, what school year are you referring to as being the current price?

**A.** '05/'06.

**Q.** Did he have any reason to know what your prices were going to be for '06/'07?

**A.** I don't -- no, sir, I don't think so.

**Q.** Do you know if he was privy to the information dealing with any bids or anything that was being sent out by your company or quotes for '06/'07?

**A.** No, sir.

**Q.** Okay. The next sentence says (as read:) It is clearly a federal violation of contracts -- of the contracts submitted with each bid reference Section II, Subsection 16,

60

Paragraphs H. And then there's a quotation of that, and I'm not going to read it for the record. What was your basis of making this statement?

**A.** My basis for making this statement was on the knowledge obtained through Tom Clark that John Walker was one-third owner of US Beverage, and in by being one-third owner of US Beverage, he would be signing or submitting bid documentation in public entities in violation of this statement because he would be receiving monies from both sides -- either which way the bid went, if he won it, or if we won it, he would be receiving monetary supplements from either way.

**Q.** Okay. Are you a lawyer?

**A.** I'm not a lawyer, but any layman can get that out of that statement.

**Q.** Any layman can determine whether or not a federal violation has occurred?

**A.** Can I read it for the record so that --

**Q.** Oh, sure. Go ahead and read it.

**A.** (As read:) It says, by signing this document,